LINDY MANUFACTURING COMPANY E6 6/12/02 71380

5200 Katrine Avenue Downers Grove, Illinois 60515 Phone: 630/963-4126

Fax: 630/963-5308

June 12, 2002

Ms. Carol Ropski U.S. E.P.A. Emergency Enforcement & Support Section, SE-5J 77W. Jackson Blvd Chicago, IL 60604-3590

Dear Ms. Ropski:

Enclosed, please find our response to your information request, dated Feb. 15, 2002.

If you have any further questions, please call any time.

Answers to Information Requests:

Item #1:

David A. Collins, Company President, Lindy Mfg. Co. 6 South 167 Canterbury Court Naperville, IL 60540 Home Phone: 630-983-0439 Business Phone: 630-963-4126

Kenneth C. Niemiec, Plant Manager, Lindy Mfg. Co. 32 W. 61st Street Downers Grove, IL 60516 Work Phone: 630-963-4126

Coleman Chemical Box 2036 East Peoria, IL 61611 815-467-1777

Allied Signal No contact information available

Baron-Blakeslee No contact information available

Katrine Family Limited Partnership c/o Monica Collins 20 Washington Circle Hinsdale, IL 60521 630-325-0590

EPA
Page2
Lindy Manufacturing Company

Schwerzler Building Systems (item 19) 298 Brantwood West Elk Grove Village, IL 60007

Testing Service Corporation (item 19) 457 East Grunderson Dr. Carol Stream, IL 60188

Moretrench (possibly Moortrench) No contact information available.

Item #2:

In 1996 Lindy began tracking our usage of Trichlorethylene. To date, we have filled most of two sheets. Copies of both pages are included.

Records from Coleman Chemical, Inc. indicating the dates and quantities of our purchases of Trichlorethylene, as well as the pickup dates for the used Trichlorethylene are included.

Records from Allied Signal and Baron Blakeslee, our suppliers prior to Coleman, are not available.

We found an Invoice from Testing Service Corporation from 1991. Matching test results were not found.

Item #3:

At this time, I do not believe that anyone else can provide a more complete answer to any of your questions other than item 19. It is possible that Coleman Chemical has additional records, but I doubt it.

It is likely that Schwerzler Building Systems and/or Testing Service Corporation may have more information on item 19

Item #4:

The persons having information about hazardous substances are:

David A. Collins, Kenneth C. Niemiec, Coleman Chemical, Inc.

Prior to Lindy moving into the property in the early 1980's, the property was owned and occupied by a company named Moretrench (possibly Moortrench). We have no current information on that company.

Lindy rents the building from the Katrine Family Limited Partnership. Contact information is listed in item 1, above. There were no tennants between Moretrench moving out and Lindy moving in.

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Lindy Manufacturing Company

Item #5:

The only hazardous material used at Lindy is Trichlorethylene. Lindy does not use any other hazardous material. We do not use chlorinated solvents, nor have we used them at any time since moving to Ellsworth Industrial Park.

5a: Liquid Trichlorethelyne

5b: Baron-Blakeslee / Allied Signal / Coleman Chemical, Inc.

5c: The Trichlorethelyne is used in a hot vapor degreaser to clean petroleum based lubricants from stamped metal parts. Clean fluid is stored in a 250 gallon steel container. After use, it is stored in clearly labeled 55 gallon plastic drums which are then sold back to the chemical supplier to be distilled and reclaimed. All transportation was and is handled by the chemical supplier, both when dropping off fresh Trichlorethelyne and when picking up used Trichlorethelyne.

The fresh fluid is drained from the 250 gallon storeage container into 5 gallon buckets and added to the vapor degreaser. Used fluid is removed from the degreaser by pumping it directly into 55 gallon drums

5d: The Trichlorethelyne was used gradually, over time in the vapor degreaser.

5e: All of the Trichlorethelyne was (and is) used in a vapor degreaser located in our plant at 5200 Katrine Ave., Downers Grove, IL.

5f: Records indicate that we used roughly 100 gallons per year for the years in which we have records (1996 - 2002). We estimate that prior usage may have been anywhere from the same quantity up to double that, or 200 gallons per year.

Item 6)

Lindy occupied the building approximately in late 1981 or early 1982. We are a job shop metal stamper. We use petroleum based oils as a lubricant on some of our parts. A few of these parts have to be cleaned prior to shipment, and we use a Trichlorethelyne Vapor Degreaser for this function.

Our supplier comes and fills a 250 gallon tank with clean Trichlorethelyne, it is transferred into the degreaser as needed, and pumped out of the degreaser into 55 gallon drums when it is dirty. The used Trichlorethelyne is then sold back to the supplier who hauls it away for reclaimation.

Item 7)

Lindy has leased the property from the Katrine Family Limited Partnership since we moved in. Enclosed, find a copy of our most recent lease agreement.

Item 8)

Enclosed find a recent Plat of Survey. Any information on items 8a thru 8g not included on this plat is not available to us.

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Lindy Manufacturing Company

Item 9)

There are no solid waste units as you describe to my knowlege.

Item 10)

Prior to the Katrine Family Limited Partnership, the property was owned by Moretrench. We have no further information on items 10a thru 10c.

Item 11)

Prior to Lindy Manufacturing Company the property was occupied by Moretrench. We have no further information on items 11a thru 11d.

Item 12)

Lindy has never requested, nor have we been issued any environmental permits.

Item 13)

Our facility never had "interim status" under RCRA

Item 14)

Our facility never filed a notification of hazardous waste activity under RCRA.

Item 15)

We have no reports or data about soil, water, or air quality except as detailed in item 19.

Item 16)

Unqualified NO. There has never been a spill, leak, release or discharge of hazardous materials of any kind (including chlorinated solvents) into the environment from this Site at any time during our tennancy (since 1981/82). Items 16a thru 16g do not apply.

Item 17)

Unqualified NO. There has never been a spill, leak, release or discharge of hazardous materials of any kind (including chlorinated solvents) into the subsurface disposal system or floor drain inside the building at any time during our tennancy (since 1981/82). Items 17a thru 17g do not apply

Item 18)

Unqualified NO. There has never been a spill, leak, release or discharge of hazardous materials of any kind (including chlorinated solvents) at any time during our tennancy (since 1981/82). Items 18a thru 18d do not apply

Item 19)

Soil was excavated in 1990.

19a) We have no records of the volume of the excavation. It was enough to allow us to put on a 15,000 square foot addition to our plant.

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Lindy Manufacturing Company

- 19b) Directly under the steel frame portion of the building.
- 19c) The soil was spread out to cover a low area on the same site, and we regraded the property. There was no soil removed from the site.
- 19d) Roughly August October1990
- 19e) We have no record of the actual excavation, however, Schwerzler Building Systems was the General Contractor.
- 19f) The soil was excavated to allow for a building addition at the site.
- 19g) The soil did not contain any hazardous materials.
- 19h) Testing was performed by Testing Service Corporation, see item 1. Lindy does not have a copy of the test results.
- 19i) Schwerzler Building Systems. See item 1.

Item 20)

Full records prior to 1996 are not available. We have included all records available ot us.

Item 21)

Full records prior to 1996 are not available. We have included all records available ot us.

I apologize for the lateness of my response. If we can be of further help to you, please call any time.

Sincerely,

LINDY, MANUFACTURING COMPANY

David A. Collins



total used

TRICHLORETHYLENE DEGREASER

Any fluid added or removed MUST be accounted for!

Date	Oper. #	Amount of fluid ADDED	Amount of fluid REMOVED	Tank Filled Date / Gallons	Studge Returned Date / Gallons
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3-30-96	405 PIUR	SIGAL.			
10-23-9/2	STAM)	15 GAL			, · · · · ·
12-17-96	X M. D	10 int			· · · · · · · · · · · · · · · · · · ·
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1-30.77	398	30 GAZ.			
5-3097	798	15 GAL	•		· .
7-2491	Ala	10 GAL			•
7-3-97	405 PHAR	10 GAL.5			······································
9-19-97	321	10 Gals			
10-16-97	321	5 Gals .	ę		•
1-28-98	321/339/148		CLEANED O	ISTILLED, NEW	WIFEING.
3-6-98	44	10G-4/10NS			
3-31-98	32/	10 Gals.			•
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7-31-98	321	10 Gals			
12-2-98	321	12 Gals		157. S	·
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2/10/98	(H)	FILLER	TANK	192 GLS)
1-7-99	405	25 GALLONS	& CLEAN RI	GHT SIDE IANK	_
1-14-99	17	10 GALLONS			\
1-25-99	350	12 GULLOUS		·	
3-9-97	350	10 BALLONS	`		
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7-12-2000	1/7	15 GAllons			1

TRICHLORETHYLENE DEGREASER

Any fluid added or removed MUST be accounted for!

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No: 63880

WESTING SERVICE CORPORATION

Carol Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-3920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-2920, Stream, Illinois 60188-2492 • FAX: (708) 653-2726 • Telephone (708) 653-2920, Stream, Illinois 60188-2492 • Telephone (708) 653-2920, Stream, Il

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298 Brantspod West 21kg Grove Village, IL 60007

Accounts Payable

FOR • Proposed Addition Lindy Hanufacturing
5200 Katrine Avenue
Downers Grove, Illinois

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US EPA ID# 10981908530
STATE TRANS ID# 10850 WER SIGNATURE
PHONE # 800 330 1662 ior DE WER SIGNATURE DATE 4. GENERATOR'S CERTIFICATION: I HEREDY DECLARE THAT THE CONTENTS OF THIS CONSIGNMENT ARBIFULLY AND ACCURATELY DESCRIBED ABOVE BY PROPER SHIPPING NAME AND ARE CLASSIFIE PACKED, MARKED, AND LABELED, AND ARE IN ALL ASPECTS IN PROPER CONDITION FOR TRANS-PORT FOR HIGHWAY ACCORDING TO APPLACABLE INTERNATIONAL AND NATIONAL GOVERNMENTAL REGULATIONS AND ACCORDING TO THE REQUIREMENTS OF THE WISC. DIR. GENERATOR IS CLAIMING EXEMPT SHALL QUANTITY STATUS (GENERATES NO MORE THAN 100 KILOGRAMS OF HAZARDOUS WASTE IN ANY CALENDAR MONTH). ECEIVED BY: (FACILITY) COLEMAN DRIVER: blect to Section 7 of condi even between two parts by a carrier by rea that the till of leding shall state sading, if this shipment is to be delivered without recourse on the consigner, the or the leflowing statement. The carrier shall it officement in the street on the street of ☐ Chedit bax If charges are Collect. (Signature of Consignor) PLACARDS MRAS RECEIVED BY ILK HOOK-UP OK'D C YES D 100 FOR EMERGENCY ASSISTANCE INVOLVING HAZARDOUS CHEMICALS CALL: CHEMTREC 800-424-9300 DAY OR HIGHT MILE EMARTHMEN PORMINE TOURS THE PROPERTY AND THE PORTINE AS

GENERATOR LAND DISPOSAL RESTRICTION NOTIFICATION

SHIPPING DATE: 9-21-94 GENERATOR EPA ID#:	MANIFEST DOC. NO.: NATE MANIFEST NO.: NATE
GENERATOR NAME: CINDY MFG. ADDRESS: SACO KATRINE & DOWNERS GRE	005, De 60515
SIGNATURE: E. C. FFORD SIGNATURE: E. Lefford	
NOTE: GENERATOR MUST ATTACH THE ORIGINAL A COPY OF THIS FORM ON FILE WITH THEIR MANI	
NOTE: THE ACTUAL NUMRICAL TREATMENT STAN	NDARD(S) MUST BE COMPLETED

WRR LAB ID# 940903/6-12/11536

LINE WASTE TREATMENT WASTE 40CFR268 ITEM# CODE # **CATEGORY TECHNOLOGY** REFERENCE 11-A F001 NON-WASTEWATER **RORGS** 268.43 D040 TRICHLOROETHYLENE NON-WASTEWATER

FOR WASTE CODES F001 - F005, F039 AND CALIFORNIA LIST WASTE(S).

DESCRIPTION

ALL OTHER SPENT

SOLVENT WASTES (MG/L)

TRICHLOROETHYLENE

5.600

CUSTOMER COP

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COLEMAN

CHEMICAL INC.

INVOICE

17994

CUSTOMER NO.

LINHE

Remit To. P.O. Box 2036, East Peoria, IL 61611

(815) 727-3900

815 467-1777

10m Tagler

BILL TO:

LINDY MFG 5200 KATRINE DOWNERS GROVE, IL 60515 SHIP TO:

LINDY MFG 5200 KATRINE DOWNERS GROVE, IL 60515

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INTEREST: Coleman Chemical Inc. shall charge, and Purchaser agrees to pay, interest on any and all balances not paid within thirty (30) days of invoice. Interest shall be charged at NINETEEN PERCENT (19%) per annum, compounded monthly, or the highest interest permitted by law for commercial accounts, whichever is higher, from the date of invoice. Failure to exercise rights under this provision, upon one or more occasions, shall not waive the right to exercise the same subsequently.

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller shall retain title to returnable drums. Drums are to be paid for in full, as invoiced, and full return will be made promptly, provided drums are returned to original point of shipment within one year from date of invoice. Return freight charges to be prepaid. The drums returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original contents. No cash discount will be allowed on drums. Existing taxes, or any additional taxes, levied by any governmental authority, on products herein named shall be for account of buyer.

NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION TO WAREHOUSE OR RAILROAD DEPOT.

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YOUR SALE NO.		GALLON RI	ADING - I	INISH					
LINDY MFG. 5200 KATRINE DOWNERS GROVE, IL XNEX 60515 COLEMAN CHEMICAL, INC. P.O. BOX 5098 75 SANGER ST. PHONE 309-674-6144 Customer's Order # 1000KN									
PRODUCT	GALLO	NS 10THS	PRICE	AMOUN	17				
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BILL OF LADING

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CHEMICAL

INVOICE

29978

CUSTOMER NO.

LINMF

Remit Ta: P.O. Box 2036, East Peoria, IL 61611 (815) 727-3900

BILL TO:

LINDY MFG 5200 KATRINE DOWNERS GROVE. IL 60515 SHIP TO:

LINDY MFG 5200 KATRINE DOWNERS GROVE, IL 60515

DATE		SHIP	VIA		F.O.B.			T	ERMS	
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INTEREST: Coleman Chemical Inc. shall charge, and Purchaser agrees to pay, interest on any and all balances not paid within thirty (30) days of invoice. Interest shall be charged at NINETEEN PERCENT (19%) per annum, compounded monthly, or the highest interest permitted by law for commercial accounts, whichever is higher, from the date of invoice. Failure to exercise rights under this provision, upon one or more occasions, shall not waive the right to exercise the same subsequently

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Date 4/25	1996
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DOWNERS (Frove IL 60515
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Received Payment	Time_P.M.
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Above Gallons	
Max	SIGNATURE OF CUSTOMER
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INC.

CHEMICAL

INVOICE

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Remit To: 135 S. LaSalle Street, Dept. 1332

Chicago, IL 60674-1332

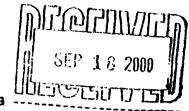
(815) 467-1777

BILL TO:

LINDY MFG **5200 KATRINE** DOWNERS GROVE, IL 60515

LINNF

CUSTOMER NO.



SHIP TO: LINDY MFG

5200 KATRINE

DOWNERS GROVE, IL 60515

DATE	SHIP	VIA	Į.	F.O.B.		TERMS	<u> </u>
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All warrantes, including marchantes this and illness, are

INDUSTRIAL BUILDING LEASE

	Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2002 12-31-37 hereto	DATE OF LEASE	TERM OF	LEASE	MONTHLY RENT
Jan.1,2002 12-31-55 See Figer attached	Jan.1,2002 12-31-32 See rider attached hereto		PEGNAIMS	ENDING	
	5200 Katrine Ave., Downers Grove, Il. 60515	Jan. 1, 2002	Jan.1,2002		See rider attached
5200 Katrine Ave., Downers Grove, Il. 60515	5200 Katrine Ave., Downers Grove, Il. 60515	istian of Framises:		<u> </u>	hereto
7	<u> </u>	5200 Katrine Ave. Dow	mers Grove, Il.	60515	

Lindy Mfg. Co.

5200 Katrine Ave.

Downers Grove, Il 60515

Katrine Ltd. Partnership

20 Washington Circle

Hinsdale, Il 60521

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessoe and Lessoe hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

PENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lesse, at Lessor's address stated above or such other address as Lessor may designate in writing.

CONDITION AND UPKEEP OF PREMISES 2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

LESSEE NOT TO MISUSE; SUBLET: ASSIGNMENT 3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

MECHANIC'S

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessor, shall have the right and privilege at Lessor's option of paying the same or any postion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on medicine of hill therefore. immediately on rendition of bill therefor.

INDEMNITY FOR ACCIDENTS 5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from an eardment or other occurrence on or about the Premises, causing nature to any person or property whomseever are whatsoever and will protect indemnify and save and keep injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON. LIABILITY OF LESSOR 6. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER. GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

PAGE 1

KEEP PREMISES IN REPAIR 8. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

ACCESS TO PREMISES

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

ABANDON-MENT AND RELETTING 10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

HOLDING

EXTRA FIRE HAZARD 12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

DEFAULT BY LESSEE 13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

NO RENT DEDUCTION OR SET OFF 14. Lessep's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

RENT AFTER NOTICE OR SUIT 15. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

PAYMENT OF COSTS RIGHTS 16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

CUMULATIVE

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

FIRE AND CASUALTY

18. In case the Premises shall be rendered untenantable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

SUBORDINATION PLURALS; SUCCESSORS 19. This lease is subordinate to all mortgages which may now or hereafter affect the Premises

SEVERABILITY

20. The words "Lessor" and "Lessoe" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lesse; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

ATTACH RIDERS HERE

- 1. Rent: Lessee agrees to pay lessor rental fees of \$10,917 per month.
- 2. 2. Lessee agrees to pay as additional rent, all taxes and insurance.
 - Maintenance of premises: Lessee agrees, at its expense, to keep the premises in good repair and in a clean, sanitary and wholesome condition. All maintenance with the exception of major repairs to be responsibility of lessee.
 - 4. Insurance: During the term of this Lease, Temant shall carry and maintain comprehensive public liability insurance, naming Katrine Ltd. Partnership as an additional named insured, insuring against liability for injury to persons or property occurring in or about the property or arising out of the ownership, maintenance, use or occupancy thereof. Coverage under such policy shall not be less than \$1,000,000 per occurrence for personal injusies and not less than \$50,000.00 per occurrence for property damage.
 - 5. Lessee to permit truck access to cell phone tower at all times.

Note: Use Form Number 12-1P for assignment by Lessee.

This lease consists ofdentified by Lessor and Lessee.	pages numbered 1 to, including a rider consisting ofpages,
IN WITNESS WHEREOF, the pa	arties hereto have executed this instrument as of the Date of Lease stated above.
LESSEE: // // //	LESSOR:
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Lindy Mfg. Co.	Katrine Ltd. Partnership
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